WATERMILL UNIT THREE

Being a portion of Section 33 , Township 3 South , Range 25 East City of Jacksonville , Duval County , Florida.

CAPTION

Approved 7-23-200

City Engineer

for Director of Public Works

for General Counsel

William .

Date

Approved 7-26-2001

A portion of the Southwest 1/4 and the Northwest 1/4 of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: BEGINNING at the most Northerly corner of Lot 74, as shown on the plat of Aravle Forest Chimney Lakes Unit 15, as recorded in Plat Book 46, Pages 92, 92A, 92B, 92C and 92D of the Current Public Records of said County; thence South 55° 59'20" West, along the Northwesterly boundary of said plat of Argyle Forest Chimney Lakes Unit 15, a distance of 140.00 feet; thence South 37'42'40" West, and continuing along said Northwesterly boundary, a distance of 226.40 feet; thence South 10°34'47" West, along the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 15, a distance of 1,107.17 feet to the Southwest corner of said last mentioned plat, said point being situate in the Northerly boundary of Argyle Forest Chimney Lakes Unit 7-B, as recorded in Plat Book 47, Pages 16, 16A, 16B, 16C and 16D of said Current Public Records; thence South 82'15'44" West, along said Northerly boundary, a distance of 294.76 feet to the Northwest corner thereof; thence North 27.58'52" East, a distance of 52.18 feet; thence North 50.00'09" West, a distance of 132.76 feet; thence North 39°44'19" East, a distance of 47.44 feet; thence North 39° 10'11" West, a distance of 140.65 feet; thence South 73°25'31" West, a distance of 283.33 feet; thence North 55°19'56" West, a distance of 79.87 feet; thence South 74 *43'33" West, a distance of 287.78 feet; thence North 52'21'24" West, a distance of 88.96 feet; thence North 30°33'41" West, a distance of 144.25 feet; thence North 12° 53'15" West, a distance of 361.55 feet to a point situate in the Southerly right of way line of Argyle Forest Boulevard Extension (a 200 foot right of way as recorded in Official Records Volume 9817, Page 116 of said Current Public Records), said Southerly right of way line being a curve concave Northerly and having a radius of 2,100.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line, through a central angle of 17°20'14", a distance of 635.45 feet, said arc being subtended by a chord bearing and distance of North 64*37'18" East, 633.03 feet to the point of tangency of said curve; thence North 55'57'11" East, along the Southeasterly right of way line of said Argyle Forest Boulevard Extension, a distance of 1,298.13 feet; thence Southerly around and along the arc of a curve concave Easterly and having a radius of 25.00 feet, a distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 10'57'11" West, 35.36 feet to the point of tangency of said curve; thence South 34°02'49" East, a distance of 108.08 feet to the point of curvature of a curve to the left, concave Northeasterly and having a radius of 780.00 feet; thence Southeasterly around and along the arc of said curve, a distance of 383.31 feet, said arc being subtended by a chord bearing and distance of South 48'07'30" East, 379.46 feet; thence South 27" 47'49" West, along the Westerly termination of Staples Mill Road (a 100 foot right of way as per Official Records Volume 6226, Page 1457 of said Current Public Records) a distance of 100.00 feet to a point situate in a curve concave Northeasterly and having a radius of 880.00 feet; thence Northwesterly around and along the arc of said curve and along the Northeasterly boundary of said plat of Argyle Forest Chimney Lakes Unit 15, a distance of 264.86 feet, said arc being subtended by a chord bearing and distance of North 53*34'50" West, 263.87 feet to the POINT OF

Containing 31.38 acres, more or less.

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City Duval County, Florida, pursuant to Chapter 654, Ordinance Code

CLERK'S CERTIFICATE

By. Jim Fuller Jim Fuller

Clerk of the Circuit Court

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 23rd day of July 2001. Glenn E. McGregor, P. L. S. Professional Land Surveyor Number ____4252

SURVEYOR'S CERTIFICATE # 2001188040

This is to certify that the above plat is a true and correct representation of the lands surveyed, platted and described above, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 61G–17.003 F. A. C. and Section 654.110 Ordinance Code of the City of Jacksonville.

Signed and Sealed this 23rd day of July

Richard A. Miller Florida Registered Land Surveyor and Mapper Certificate No.3848 L.B. NO. 5189

RICHARD A. MILLER & ASSOCIATES PROFESSIONAL LAND SURVEYORS 6701 BEACH BLVD., SUITE #200 JACKSONVILLE, FLORIDA 32216 FAX (904) 721-5758 TELEPHONE (904) 721-1226

ADOPTION AND DEDICATION

This is to certify that WaterMill, L.L.C., a limited liability company, and Chimney Lakes Investment Company, a Florida corporation, are the lawful owners of the lands described in the caption hereon known as WATERMILL UNIT THREE, having caused the same to be surveyed and subdivided, that AmSouth Bank and First Union National Bank, are the holders of mortagaes on said lands. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All easements for utilities and sewers are hereby irrevocably dedicated to JEA, its successors and assigns. All roads, lanes, drives, courts, drainage easements, unobstructed drainage easements, non-access easements, and ingress and egress easements are hereby irrevocably and without reservation dedicated to the City of Jacksonville, its successors and assigns. The drainage easements over, under, across and through the lakes/stormwater management facilities shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with

1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes/stormwater management facilities which these easements traverse, all water which may fall on or come upon all roads, lanes, drives and courts as noted above hereby dedicated, together with all substances or matter which may flow or pass from roads, lanes, drives and courts; from adjacent land or from any other source of public waters into or through said lakes/stormwater management facilities, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns for any damage, injuries or loss to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and

2) The lakes and treatment systems shown on this plat are owned in fee simple title by the abutting owners, their successors and assigns, and all maintenance and any other matters pertaining to said lakes/stormwater management facilities are the responsibility of WaterMill Master Association, Inc., its successor and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility whatsoever for said lakes and treatment systems.

3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the lakes and treatment systems shown on this plat, but shall have the right to modify the water level including the repair, removal or replacement of the lakes/stormwater management facilities and the control structures to effect adequate drainage.

WaterMill, L.L.C., and Chimney Lakes Investment Company, their successors and assigns of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes/stormwater management facilities described above, or any part thereof, occasioned wholly or in part by any act of omission of its agents, contractors, employees, servants, licensees, or concessionaires within WATERMILL UNIT THREE. This indemnification shall run with the land and the assigns of the owner and shall be subject to it.

WaterMill, L.L.C., does hereby reserve unto itself and its assigns, an easement for landscaping, fencing and construction of signs over all non-access easements, and an easement over drainage easements shown on this plat, the maintenance responsibilities of which shall be those of WaterMill Master Association. Inc.

WaterMill, L.L.C., does hereby reserve unto itself and its assigns, ingress and egress easements over all lands designated as unobstructed drainage easements shown on this plat, the maintenance responsibilities of which shall be those of the abutting owners, their successors and assigns.

Those easements designated as "JEA-E.E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its exclusive use in conjunction with its underground electrical system.

Those easements designated as "JEA-E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system; provided however, that no parallel utilities may be installed within said easements.

In witness whereof WaterMill, L.L.C., a limited liability company, and Chimney Lakes investment Company, a Florida corporation, have caused these presents to be executed by ___ JUNE A.D., 2001.

WATERMILL, L.L.C., A LIMITED LIABILITY COMPANY

Witness: Thirt Sales
Print Name: PATRICK WALACE Witness: Diane Bennett Print Name: DIANE BENNETT

The Wood Development Company of Jacksonville, Inc., its Managing Member

'James Ricky Wood∕Presiden\ and Authorized Representative

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10 day of 50NE A.D., 2001 by James Ricky Wood, President and Authorized Representative of The Wood Development Company of Jacksonville, Inc., Managing Member of WaterMill, L.L.C., a limited liability company, on behalf of the company, who is personally known to me.

Grano Sperner Type of print\name Notary, Public, State of Florida gandra Spencer My Commission Expires: (0/4/2003 My Commission Number: CC820587

SANDRA SPENCER My Commission # CC 820987 Expires: 06/04/2003 1-800-3-NOTARY Fla. Notary Service & Bonding Co. PLAT BOOK 54 PAGE 48 SHEET 1 OF 6 SHEETS

CHIMNEY LAKES INVESTMENT COMPANY, A FLORIDA CORPORATION

Witness: Prochel Ford Witness: USA Stleudy Print Name: Tessa Steentyk

SEE SHEET 2 FOR NOTES

By: Witt A. Brand).
Wift A. Beard, 3r., President

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18 days the Land Une

A.D., 2001 by Wikt A. Beard, Tr., fres of Chimney Lake Ship as the Conference of the Conference corporation, on behalf of the corporation who is personally known to ordans

Veronica C. Campbell Notary Public, State of Florida Type of print name <u>Veronica</u> C. Campbell My Commission Expires: Nov. 17, 2.002 My Commission Number: 770913

> AMSOUTH BANK Dam Wallyuld Gary E. Hollifield, Vice President

#CC770913

Witness: PATEICK WALLACE Witness: Diane Bennett Print Name: DIANE RENNETT

STATE OF FLORIDA COUNTY OF DUVAL

My Commission Number: _

The foregoing instrument was acknowledged before me this 27th day of Luce.

A.D., 2001 by Gary E. Hollifield, Vice President of AmSouth Bank, on behalf of the bank, who is personally known to me.

Linde B. M'Lemre Notary Public, State of Florida Type of print name LINDA B. MCLEMORE My Commission Expires:

OFFICIAL NOTARY SEAL LINDA B MCLEMORE NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC734666 MY COMMISSION EXP. APR. 16,2002

FIRST UNION NATIONAL BANK

STATE OF FLORIDA COUNTY OF DUVAL

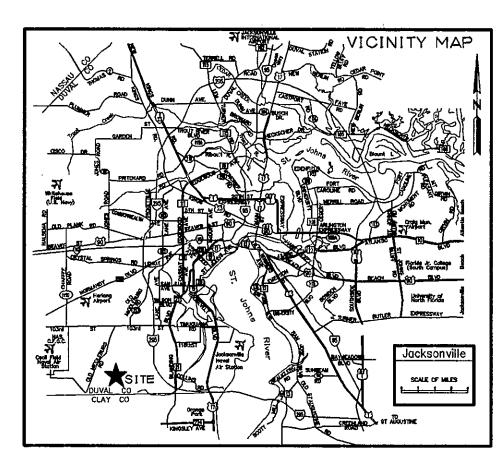
The foregoing instrument was acknowledged before me this 27th day of JUNE

A.D., 2001 by Michael J. Zambetti, SC, Vice President of First Union National Bank, on behalf of the bank, who is personally known to me.

Notary Public, State of Florida
Type of print name Christa Bilded My Commission Expires: 1/8/05 My Commission Number: <u>CC992434</u>



Christa B. Wood MY COMMISSION # CC992436 EXPIRES January 8, 2005 BONDED THRU TROY FAIN INSURANCE IN



CITY DEVELOPMENT NO.4859.7 - PSD NO.2000-012

